

"Community Room"
FOREST HEIGHTS MUNICIPAL BUILDING
5508 Arapahoe Drive
Forest Heights, MD 20745
(301) 839-1030

RENTAL CONTRACT

Contract #: _____

(Please Print)

Date: _____ Hours: _____ to _____ Date Requested: _____

Application for use of the Forest Heights Municipal Building is hereby made:

Name of Organization: _____ Non-Profit: _____ Yes _____ NO

Applicant's Name: _____

Address (street/city/zip): _____

Home Phone: _____ Work Phone: _____ Cell/pager: _____

Type of Event: _____ # of Attendees _____

Admissions, Donations, or Tickets _____ will _____ will not be required to attend this event (check one)

I understand the purpose or use of the facility must be clearly stated and no deviation from the original use can be made without written approval from the Town of Forest Heights. I agree to pay a Rental Fee of \$150 per hour or the said fee of \$ _____ (as written approved by authorized personnel) for a total of _____ hours. I am aware that I will have access to the premises **ONE HOUR** prior to the contracted time **AND ONE HOUR** after the contracted time **(WITHOUT EXCEPTION)** and that I/we will be charged a fee for any additional hours. I hereby confirm that I fully understand the Rules and Regulations as stated on the back of this contract and agree to abide by them. I agree to hold harmless and indemnify the Town of Forest Heights from and against all actions, liabilities, claims, suits, damages, costs or expenses of any kind, which may be brought or made against the Town of Forest Heights or which the Town of Forest Heights must pay and incur by reason of, or in any manner resulting from injury, loss or damage to persons or property resulting from and/or during the time and date contracted. **THE COMMUNITY ROOM CAPACITY NOT TO EXCEED 150 PERSONS.**

I ALSO UNDERSTAND THAT PROVIDING FALSE OR INACCURATE INFORMATION MAY RESULT IN THE FOREITURE OF MY SECURITY DEPOSIT AND PERMANENTLY TERMINATE MY ABILITY TO CONTRACT THE FOREST HEIGHTS MUNICIPAL BUILDING IN THE FUTURE.

THE TOWN OF FOREST HEIGHTS WILL NOT BE RESPONSIBLE FOR LOST OR STOLEN ITEMS, NOR WILL THE TOWN BE RESPONSIBLE FOR PERSONAL INJURY OCCURRING WHILE ON THESE PREMISES.

Signature of Representative

Date

Time

For Office Use Only

Security Deposit	\$300.00	Date Received: _____
Rental () Hours @ \$150 per hour	\$ _____	Date Received: _____
Opening/Closing Fee	\$100.00	Date Received: _____
Security # _____ Officers @ \$30/hr	\$ _____	Date Received: _____
Total Rental Fees w/Security Dep.	\$ _____	Date Received: _____

Notes/Comments: _____

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Forest Heights, MD 20745
(301) 839-1030

RENTAL CONTRACT

1. Signed contract will be subtracted with \$300.00 security deposit (money order).
2. All cancellations and rescheduling of events must be submitted in writing to the Town of Forest Heights THIRTY (30) days prior to the contracted date or \$100.00 of the \$300.00 security deposit will be forfeited.
3. Security deposit is refundable within THIRTY (30) days of event and upon approved inspection of premises.
4. Security deposit is exclusive of rental fee and will not at any time be credited to the rental fee but can be credited to the reservation of another date.
5. All balances paid by money order must be received by 3:30 p.m. FIVE (10) days prior to the event.
6. The user shall leave the premises and equipment in clean and orderly condition, lights out, windows and doors closed and locked, fold tables and chairs, and place chairs on racks. Under no circumstances will any property be removed from the building and/or placed out of doors.
7. User will be held responsible for all damages to Town property caused during the reserved time. Security deposit will be withheld until damage is assessed and will be applied to cover costs to repair damages. User will be responsible for any cost above the amount of security deposit. Failure of the user to respond to payment for any damage to the property will result in the Mayor and Town Council taking whatever action is necessary to collect for such damages. User will be exempt from future rental of premises until all charges for damages are paid in full.
8. Illegal substance will not be used or sold and are prohibited in the Town of Forest Heights.
9. Possession of firearms and other weapons are prohibited in the Town of Forest Heights except by authorized law enforcement officers.
10. The premises will be available **ONE HOUR PRIOR TO THE CONTRACTED TIME FOR SET UP AND DECORATION.** **NO EXCEPTIONS.**
11. Exceeding the contracted time will result in security deposit being withheld. User will be restricted from future rental of premises.
12. **NO CASH PAYMENTS WILL BE ACCEPTED BY ANY EMPLOYEE OF THE TOWN OF FOREST HEIGHTS DURING ANY EVENT.**
13. Loitering is prohibited on the grounds of the premises during any event.
14. **ALL EVENTS MUST ENDED AT 12:00 A.M. NO EXCEPTIONS!**
15. The selling of alcoholic beverages is prohibited on the premises **UNLESS A LIQUOR LICENSE HAS BEEN OBTAINED.**
16. If alcoholic beverages are on the premises, all patrons must be of legal drinking age.
17. Consumption of alcoholic beverages is permitted inside the premises only.
18. Alcoholic beverages are prohibited on the grounds surrounding the premises.
19. The Municipal Building and the Community Room are designed **NO SMOKING** areas.
20. Use of the kitchen to prepare or cook food requires a certified food service worker to be on the premises during the contracted hours and evidence of appropriate insurance.
21. One uniformed law enforcement officer (security) is required for every 100 persons (or any part of) attending this event.
22. Law enforcement officer (security) will be assigned by the Town of Forest Heights Chief of Police, for all events where alcoholic beverages are consumed.
23. A charge of \$30 per hour (or any part of) will be assessed for each officer on duty.
24. All attendees and their personal belongings are subject to search by law enforcement officers. Anyone denying such will be denied admittance. In and our privileges will be strictly enforced and are at the discretion of law enforcement officers on duty.
25. All trash must be bagged (bags supplied by the Town) and deposited in the dumpster located at the rear of the building.

Assigned law enforcement officers (security) and/or authorized Town employees have full authority to enter and/or stop any function, if the conduct of these participants creates a condition hazardous to the welfare of others or violates the terms of this contract or any Town Ordinance, Resolution or Chapter of the Code of Forest Heights.

STATEMENT OF UNDERSTANDING:

I have read, understand and agree to the above rules, regulations and contract guidelines involved with the rental of the Community Room at the Forest Heights Municipal Building.

Signature

Date



THE FOREST HEIGHTS COMMUNITY ROOM

RULES AND REGULATIONS

HOURS OF OPERATION: Administrative office hours for the Town of Forest Heights are 8:30 AM to 5:00 PM Monday thru Friday. Room tours and contracts are by appointment ONLY. Weekend and evening appointments will be accommodated on a flexible basis and be scheduled in advance.

On the day of the scheduled event the Community Room will be open for the contracted hour as stated in the renter agreement. All activities related to the renter's event (decorating, deliveries, and caterer cleanups etc.) must be done within the contracted rent times.

The Community Room closes at 12:00 AM. During the contracted rental hours, the security staff will be present and shall have sole authority at all time regarding use of the facility.

Event rehearsals may be scheduled for an additional fee in accordance with attached fee schedule.

SMOKING IS NOT PERMITTED IN THE FOREST HEIGHTS MUNICIPAL BUILDING

RESERVATIONS AND FEE PAYMENTS: After submitting a reservation request and being made aware of the availability of requested date, a hold will be placed on that date and potential renter deposit. The Renter has three (3) calendar days in which to complete a contract and submit the required security deposit. After (3) business days the hold will be deleted without further notification to potential renter. A reservation becomes official only after renter signs a contract and makes a security deposit in accordance with the attached fee schedule. Contracts are by appointment only. Potential renter who is a no show for contract signing date will be removed from the Community Room Calendar, and a new appointment must be made.

Renters may make incremental payments on a fee balance if desired, however, payment in full is required five (5) days prior to the date of the event: All payments must be made by money order or credit card only.

Please note: to ensure proper credit to your account, renter should include contract number and date of event on all payments.

Money orders must be made payable to: The Town of Forest Heights

Payments must be hand delivered to:

The Town of Forest Heights
5508 Arapahoe Drive
Forest Heights, MD 20745

If full payment balance is not received within five (5) days of event, the event will be cancelled and the renter's full security deposit will be forfeited.

Renter's Initials _____ Date _____

SECURITY DEPOSIT: A refundable security deposit, in accordance with the attached schedule of fees, must be paid at the time the contract/rental agreement is signed. Security deposits are refunded within thirty (30) days following the conclusion of the event, minus applicable charges for any damages, excess clean-up, fees, and damages fees or fines that are incurred in conjunction with the renter's event, which exceed that amount of the security deposit is the responsibility of the renter. The renter is responsible for notifying the Forest Heights staff in the event of change of address on the original receipt. The security deposit does not apply towards the rental fee.

CANCELLATIONS AND REFUNDS: In the event of cancellation, the security deposit will be refunded, minus a \$100.00 cancellation fee if it is not made at least ten (10) days before the event date. If the event date is not re-booked the entire security deposit will be forfeited. All cancellations must be submitted in writing by the renter to the Town Clerk. Changes in event dates are treated as cancellation. Signed cancellation letters must be hand delivered to the Town Clerk. Cancellation becomes effective on the date the request is received by the Town Clerk.

ROOM CAPACITY: The maximum capacity for an event is 130 people. The renter must agree to comply with the maximum capacity limits for the facility. The Municipal Building staff strictly upholds the capacity restrictions. If the maximum capacity is exceeded, the event will be terminated in accordance with the Town, County and State laws. No refund will be issued if the event is terminated early for room capacity violation.

MUSIC AND ENTERTAINMENT: The renter must assure that all guests attending social affairs, when alcoholic beverages are on the premises, are twenty-one (21) years of age or older. All entertainment including disc jockeys (DJs) live bands, performers, etc., is subject to approval by the management of the Town. It is the renter's responsibility to ensure that the event concludes within the contracted time schedule. If the DJ/band/caterers/guests remain in the facility past the scheduled time, the renter will be charged for the additional time in accordance with the attached fee schedule.

Musicians and other entertainers must be in proper attire and all entertainment must be of good taste and in keeping with the image of a government owned facility. The renter will be responsible for the behavior of guests, caterers, and entertainers. The security detail reserves the right to remove guests, caterers or entertainers for unruly behavior and to control the volume of all amplified sound.

TEENAGE EVENTS: An adult sponsoring the event must be 25 years of age or older and must assume liability for any damages incurred in conjunction with the event. Teenage and youth events, for groups under the age of 21, must end by 12:00 midnight, have four (4) police officers on duty during the entire event (at the renter's expense) and (1) responsible adult chaperone present for every ten (10) guests expected.

ADVERTISING, PROMOTION AND TICKETS: All advertisements and tickets for events must be reviewed and approved by the Town Council before being printed and submitted ten (10) days prior to the event. All promotional materials must reflect the contracted start and end times.

Renter's Initials _____ Date _____

ALCOHOL: Liquor License may be obtained from:

Board of Liquor License Commissioners
Country Services Building
5042 Rhode Island Avenue
Hyattsville, MD 20781
(301)-899-2770

It is suggested that the renter apply for a license at least 2 months before the event date in order to receive license in a timely manner.

FOOD AND BEVERAGE: Food and beverages may be consumed only within the areas covered by the rental agreement and are prohibited in the areas surrounding the property.

All corked bottles of wine and champagne must be opened in the kitchen. It is the renter's responsibility that bottles are not discharged in the Community Room. Caterers must comply with the catering procedures set forth by the Town and all regulations regarding food service and clean up.

CATERING: Renter may select a caterer of their choice. The equipment in the pantry is to be used for reheating and refrigeration ONLY. All cooking must be done off premises.

All caterers must have a current Food Handlers Permit. A copy must be provided to the Municipal Building staff at least ten (10) days prior to the event.

Renter must ensure that the caterer receives a copy of the Municipal Building regulations as well as a copy of Caterer's Responsibilities. Renter is responsible for compliance with these rules. If these requirements are not met, all or part of the security deposit may be forfeited.

PARKING AND GROUNDS: Front and rear parking lots may be used. Wheelchair accessible parking spaces are available in the front lot. Vehicles are prohibited on all grassy areas, garden, walkways and fire lanes. Illegally parked vehicles will be ticked and/or towed.

FURNITURE AND FIXTURES: Furniture or equipment in the community room or lobbies is not to be moved from its location without permission from the Municipal Building Staff.

The set up and break down of tables and chairs provided is the responsibility of the renter. Community Room equipment available for use by the renter is rectangular and circular tables and chairs. Pantry equipment is listed under Caterer's Responsibilities.

Delivery and pickup of rental equipment and related items to be used by the renter must be done within the contracted rental time unless otherwise approved by the Municipal Building Staff.

DECORATIONS: NO HANGING DECORATIONS, TABLE DECORATIONS ONLY: All candle centerpieces must have a glass covering and a sturdy, non-flammable base. All Decorations must be approved by Municipal Building Staff one week prior to event. Open flames are not permitted on premises.

Renter's Initials _____ Date _____

SUPERVISION OF CHILDREN AND YOUTH GROUPS: Children in attendance are guests of the renter and are to be in the Community Room with other guests. The first and second floor lobby areas are not playground areas. When a youth group uses the facility, two responsible adults aged 21 or older must be present at all times. All groups must be supervised at all times when on Town premises. Damages to the facility or its contents that are caused by the renter's guests or employees will be charged against the security deposit.

SECURITY: Any social or similar event which starts on or after 7:00 PM and extends into social hours (10pm-12am) is required to have security at the renter's expense. The renter is required to hire two (2) Town Police Officers to provide security. Teenage events (dances, graduation parties, etc.) where the guests are under the age of 21 must end by 12:00 am and must hire two (2) Police Officers. Officers are required to be present for the entire event and remain on property until the last person leaves at renter's expense, for a minimum of four hours. Security for other events will be determined by the Municipal Building staff and Chief of Police.

FEE SCHEDULE

Rental Fee	\$150 per hour for a minimum of four hours \$75 per hour for each additional hour
Police Officer	\$30 per hour for a minimum of four hours
Rehearsal	\$25 per hour
Opening/Closing	\$100
Clean up charge	\$25 per hour if necessary

Renter's Initials _____ Date _____

COMMUNITY ROOM USAGE

TOWN EMPLOYEES/NON-PROFIT ORGANIZATIONS

DISCOUNT RENTAL: Town employees and elected officials are eligible to receive a fifty percent (50%) discount for one private affair each year with approval of the Mayor and Town Council. In the event the employee or elected official would cancel for a given year, they cannot hold two events in succeeding years.

The Mayor or Town Council if desired can approve a list of non-profit organizations (with proof of active 501C3) to receive a pre-determined discount. The non-profit organization can have one private affair each year. In the event that the organization would cancel for a given year, they cannot hold two (2) events in succeeding years.

MISCELLANEOUS: All tickets, if applicable, must be sold in advance of the event. Except for authorized cash bar sales with liquor license, no money may be exchanged anywhere on the premises. The Town is not responsible for personal property of the Renter or their guests.

No rice or confetti may be thrown inside or outside of the premises. Only birdseed or rose petals may be thrown outside the building. The Forest Heights room staff is not responsible for the set-up and/or break down of privately owned or rented equipment. Equipment may not be stored at the FH Room.

If the Renter is found to be in non-compliance with any provision of the Rental Contract prior to the date of the scheduled event, the Town reserves the right to disallow or cancel said event without reimbursement if the non-conformity has not been corrected within one (1) day prior to the scheduled event.

The Town reserves the right at all times to cancel the Rental Contract. If the rental contract is cancelled by the Town prior to the actual use of the facility by the group or organization, the Town agrees to refund the rental fee and security deposit. Renters are required to abide by all applicable federal, state, county and/or local laws and ordinances governing conduct when using the FH Room facilities. Rental fees will not be refunded if it becomes necessary to cancel this agreement by closing the facility, due to the detrimental or illegal actions by the group or organization when using or preparing the facility.

The Town will not be held liable for loss of use or be required to refund the rental fee due to cancellation or termination of a scheduled event due to acts of nature, inclement weather, national or local emergency, or any other unforeseen circumstances beyond the control of the Town and/or the FH Room Coordinator; however the Renter will be permitted to reschedule the event for a later date.

The undersigned has read and agrees to abide by the FH Room Rules and Regulations

Printed Name: _____

Signature: _____ Date: _____

Date of Event: _____ Contract # _____

Renter's Initials _____ Date _____